

**CONTRACT FOR ANIMAL SHELTERING SERVICES
BETWEEN
THE CITY OF HERMOSA BEACH AND
SPCALA**

This AGREEMENT is entered into on this 25 day of August, 2015, by and between the CITY OF HERMOSA BEACH, a general law city and municipal corporation, ("CITY") and SPCALA, a California Corporation ("CONTRACTOR").

1. Consideration.

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, below.
- B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay CONTRACTOR a monthly sum equal to Four-hundred dollars (\$400.00) for CONTRACTOR'S routine services and \$16.50 per day per animal held in excess of the legal holding period at the CITY's request. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum within fourteen (14) days after receiving an invoice. Failure by CITY to formally terminate or renew this contract annually will result in an automatic extension of the contract which will be billed and payable at the prevailing rates in place at the time of renewal and adjusted annually. All services will remain the same.

2. SCOPE OF SERVICES. CONTRACTOR will serve as the director of animal sheltering for CITY in accordance with applicable law. CONTRACTOR will accept stray animals turned in from Animal Control Officers. To fulfill this responsibility CONTRACTOR will furnish an animal shelter located at 12910 Yukon Avenue in the City of Hawthorne and maintain that animal shelter during the term of this Agreement. CITY agrees to ensure that all injured animals receive emergency medical care as required by applicable law before depositing said animal with SPCALA. CONTRACTOR agrees not to provide animals for scientific research.

3. TERM. The term of this Agreement will be from July 1, 2015 to June 30, 2016. Unless otherwise determined by written amendment between the parties, this Agreement may terminate as stated in Section 8. Failure by CITY to formally terminate or renew this contract annually will result in an automatic month to month extension of the contract which will be billed and payable at the prevailing rates in place at the time of renewal and adjusted annually. All services will remain the same.

4. TIME FOR PERFORMANCE. CONTRACTOR will not perform any work under this Agreement until CONTRACTOR furnishes proof of insurance as required under Section 13 of this Agreement.

5. TAXPAYER IDENTIFICATION NUMBER. CONTRACTOR will provide CITY with a taxpayer identification number.

6. PERMITS AND LICENSES. CONTRACTOR, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

7. PROJECT COORDINATION AND SUPERVISION.

- A. Alma Vera-Lima will be assigned as Project Manager and will be responsible for coordination with CITY'S Project Manager.
- B. Sharon Papa, Chief of Police will be assigned as CITY'S Project Manager and will be personally in charge of and personally supervise or perform the technical execution of the Project on a day-to-day basis on behalf of CITY and will maintain direct communication with CONTRACTOR'S Project Manager.

8. TERMINATION.

- A. Except as otherwise provided, either party may terminate this Agreement at any time with or without cause upon a (30) day notice. Notice of termination will be in writing.
- B. Should the Agreement be terminated pursuant to this section, CITY may procure on its own terms services similar to those terminated.
- C. By executing this document, CONTRACTOR and CITY each waive any and all claims for damages that might otherwise arise from termination under this section.

9. INDEMNIFICATION.

- A. CONTRACTOR shall indemnify, defend (at CITY'S request and with counsel satisfactory to CITY), and hold CITY harmless from and against any claim, action, damages, costs (including without limitation, attorney's fees), injuries, or liability, arising out of or relating to this Agreement, or its performance. Should CITY be named in any suit, or should any claim be against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONTRACTOR will defend CITY (with counsel reasonably satisfactory to CITY) and will indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise.
- B. For purposes of this section "CITY" includes CITY'S officers, officials, employees, agents, representatives, and certified volunteers.
- C. CONTRACTOR expressly agrees that this release, waiver, and indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.
- D. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- E. The requirement as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 13, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

10. ASSIGNABILITY. This Agreement is for CONTRACTOR'S unique services. CONTRACTOR'S attempts to assign the benefits or burdens of this Agreement without CITY'S written approval are prohibited and will be null and void.

11. INDEPENDENT CONTRACTOR. CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which it is performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

12. RECORDS RETENTION. CONTRACTOR will maintain full and accurate records with respect to all services and matters covered under this Agreement. CONTRACTOR will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

13. INSURANCE.

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONTRACTOR will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below.

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability:	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory limits

B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 10 01. The amount of insurance set forth above will be \$1,000,000 per occurrence -- \$2,000,000 aggregate for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as "additional insured's" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such insurance will be on an "occurrence", not a "claims made," basis and will not be cancelable except upon thirty (30) days prior written notice to CITY.

C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 07 97, or similar form for CONTRACTOR owned Autos.

D. CONTRACTOR will furnish to CITY duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as maybe reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company rating of "A:VII."

14. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONTRACTOR
Sharon Papa, Chief of Police	Diane Eyler
City of Hermosa Beach	spcaLA
590 Pier Avenue	5026 West Jefferson Blvd.
Hermosa Beach, CA 90254	Los Angeles, CA 90016

Any such written communications by mail will be conclusively deemed to have been received by the addressee at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notices in the manner prescribed in this paragraph.

15. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any dispute relating to this Agreement will be in Los Angeles County.

16. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties. There are no other understandings, terms or other Agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

17. EFFECT OF CONFLICT. In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, and any other document or agreement, whether oral or written, the provisions of this Agreement will govern and control.

18. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either party.

19. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

20. AUTHORITY/MODIFICATION. The parties represent and warrant that all necessary action has been taken by the parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment executed by both parties. CITY'S city manager, or designee, may execute any such amendment on behalf of CITY.

21. COVENANTS AND CONDITIONS. The parties agree that all of the provisions hereof will be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

22. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

23. FORCE MAJEURE. Should performance of this Agreement be prevented due to fire, flood, explosion, war, embargo, and government action, civil or military authority, the natural elements, or other similar causes beyond the parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

24. TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

25. COUNTERPARTS. This Agreement may be executed in any number or counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument executed on the same date.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF Hermosa Beach
A municipal corporation

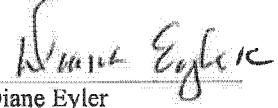
Signature

Print name

CHIEF OF POLICE
Print Title

SPCALA
a California Corporation

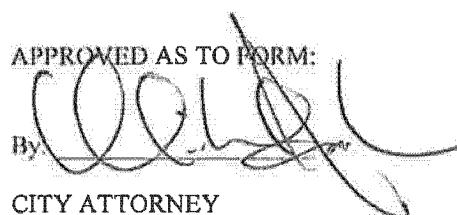

Madeline Bernstein,
President


Diane Eyler
Executive Vice President

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


By
CITY ATTORNEY